

Aging Commission *of the Mid-South*

Contract for Service

Contract Summary

PART A	Scope of Services
PART B	Contract Term
PART C	Payment Terms and Conditions
PART D	Standard Terms and Conditions
PART E	Special Terms and Conditions
PART F	Signatures

AGENCY: DELTA AREA AGENCY ON AGING AND DISABILITY

PROVIDER: Metropolitan Inter-Faith Association

Director/Title: Margaret Craddock/Executive Director

Address: 910 Vance

City/State/Zip: Memphis, TN 38126

Mailing Address: P.O. Box 3130

City/State/Zip: Memphis, TN 38173-3130

E-mail Addresses: randerson@mifa.org
mcborys@mifa.org
rlackson@mifa.org

Phone No.: 901/527-0208x549
901/527-0208x288
901/529-4512

Fax No.: 901/527-3202

Supervisor Responsible for this Service Contract: Ridley Anderson-Meals
Mary Claire Borys-Home Modifications
Ronald Jackson-Transportation

SERVICE NAME(S): **Family Caregiver Program:** Home-Delivered Meals & Home Modifications

Older Americans Act: Home-Delivered Meals, Congregate Meals, Nutritional Counseling, Nutritional Education, Nutritional Outreach, Nutritional Screening, Home Modifications & Transportation

Options Program: Home-Delivered Meals & Home Modification

GEOGRAPHICAL AREAS: *Meals-Fayette, Lauderdale, Shelby, Tipton Counties*
Home Modifications, Transportation-Shelby County

CONTRACT PERIOD: July 1, 2008 through June 30, 2009

**CONTRACT AGREEMENT BETWEEN
AGING COMMISSION OF THE MID-SOUTH
AND
METROPOLITAN INTER-FAITH ASSOCIATION**

This Contract, by and between the Aging Commission of the Mid-South, Inc. (Area Agency on Aging and Disability), hereinafter referred to as the "Agency," and Metropolitan Inter-Faith Association, hereinafter referred to as the "Provider," is for the provision of services and activities, as described in §A. SCOPE OF SERVICES, Attachment 1 "Scope of Service" for transportation, Attachment 1-A "Scope of Work," Attachment 1-B, "Scope of Services" for meals, Attachment 2 "Service Descriptions," and Attachment 3, "Rate Schedule."

The Provider is a Non-Profit Corporation.

The Provider's place of incorporation or organization is the State of Tennessee.

A. SCOPE OF SERVICES:

- A.1. Upon acceptance of an authorization from the Agency, the Provider will provide the following services in accordance with the authorization: Family Caregiver: Home Delivered Meals & Home Modifications/Repair. Older Americans Act: Home-Delivered Meals, Congregate Meals, Nutritional Counseling, Nutritional Education, Nutritional Outreach, Nutritional Screening, Home Modification/Repair and Transportation. Options: Home-Delivered Meals & Home Modification. The Agency will reimburse the Provider at a negotiated rate as defined in §C.1. for the provision of authorized services. The Agency will screen and assess individuals to determine their need for home and community based services as funded under the Older Americans Act, the National Family Caregiver Support Program, and the Options Program. Services will be offered by the Provider in accordance with this contract and all attachments incorporated by reference. Approved services are outlined in the "Scope of Work" as Attachment 1-A, and are incorporated herein by reference. Descriptions of all services to be provided under this contract are included as Attachment 2, and are incorporated herein by reference. If any approved services require a schedule of rates for individual items, that schedule is included as Attachment 3 and is incorporated herein by reference.
- A.2. In the "Scope of Service", Attachment 1 and "Scope of Services", Attachment 1-B, Provider will be responsible for adhering to the identified requirements.
- A.3. In the "Scope of Work", Attachment 1-A, reference to "Applicant Agency" should be read as Provider.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2008, and ending on June 30, 2009. The Agency shall have no obligation for services rendered by the Provider which are not performed within the specified period thereof.
- B.2. Term Extension. The Agency reserves the right to extend this Contract for an additional twelve (12) months, provided that the Agency notifies the Provider in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract executed by a duly authorized official of the Agency and the Provider. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Agency's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the amended contract.
- B.3. Option to Renew. The parties shall have the option to renew said Contract for three additional one-year terms, upon mutual written agreement of the parties.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the Agency under this Contract exceed the Reimbursement Rates herein for units of service authorized by the Agency or Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000) for transportation services, and Two Thousand Nine Hundred Seventy and 00/100 Dollars (\$2,970) for Nutritional Counseling. The Provider shall invoice the Agency monthly and shall be compensated for services rendered in accordance with the Agency-provided service descriptions as described in Attachment 2:

FY 09 UNIT COST & REIMBURSEMENT RATES			
Activity	Match Requirement	Unit Cost	Reimbursement (Unit Cost Less Match Requirement)
FAMILY CAREGIVER PROGRAM			
COUNSELING			
Individual (1 Hour)	25%		
Support Groups (1 hour)	25%		
Caregiver Training (1 session) *	25%		
INFORMATION SERVICES			
Group Information (1 session)	25%		
RESPIRE SERVICES, IN-HOME			
Personal Care (1 hour)	25%		
Homemaker (1 hour)	25%		
Adult Care/Slitter (1 hour)	25%		
RESPIRE SERVICES, OUT-OF-HOME			
Adult Day Care (1 hour)	25%		
Institutional Respite (overnight, up to 24 hours)	25%		
SUPPLEMENTAL SERVICES			
Assistive Technology (1 purchase)	25%		
Food Supplements (1 case of 24 units)	25%		
Home-Delivered Meals (1 meal)	25%	6.78	5.09
Home Modifications/Repairs (1 repair)	25%	See Attachment 3 (rate schedule)	
Personal Emergency Response System (installation, monthly fee)	25%		
Pest Control	25%		
Older Americans Act			
REGISTERED SERVICES			
Adult Day Care (1 hour)	20%		
Congregate Meals (1 meal)	20%	6.78	5.42
Home-Delivered Meals (1 meal)	20%	6.78	5.42
Homemaker (1 hour)	20%		
Nutritional Counseling (1 hour)	20%	150.00	120.00
Nutrition Education	20%		
Nutrition Outreach	20%		
Nutrition Screening	20%		
Personal Care (1 hour)	20%		
NON-REGISTERED SERVICES (CLUSTER3)			
Transportation (1 one-way trip) (37,500 trips x \$6.00/trip=\$225,000)	20%	\$7.50	\$6.00
NON-REGISTERED SERVICES (HEALTH PROMOTION/DISEASE PREVENTION)			
Medication Management, Screening, & Education (1 hour)	20%		
NON-REGISTERED SERVICES (SOCIALIZATION/PARTICIPATION)			
Education (Senior Empowerment) (1 participant)	20%		
NON-REGISTERED SERVICES (OTHER GOALS)			
Home Modification/Repair (1 repair)	20%	See Attachment 3 (rate schedule)	
Options Program			
Home-Delivered Meals (1 meal)	0%	6.78	6.78
Homemaker (1 hour)	0%		
Personal Care (1 hour)	0%		

- C.8. HIPAA Compliance. Provider warrants to the Agency that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Provider warrants that it will cooperate with the Agency in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with Agency privacy officials and other compliance officers required by HIPAA and its regulations. Provider will sign any documents that are reasonably necessary to keep the Agency and the Provider in compliance with HIPAA, including but not limited to business associate agreements.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Agency is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto.
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least (90) days before the effective date of termination. Should either party exercise this provision, the Provider shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Agency be liable to the Provider for any service which has not been rendered. The final decision as to the amount, for which the Agency is liable, shall be determined by the Agency. In the event of disagreement, the Provider may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. Termination for Cause. If the Provider fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Provider violates any terms of this Contract, the Agency shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Provider shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of this Contract by the Provider.
- D.5. Subcontracting. The Provider shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Agency. If such subcontracts are approved by the Agency, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractees, the Provider shall be the prime contractee and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Provider warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the Agency or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractee, or consultant to the Provider in connection with any work contemplated or performed relative to this Contract.

ATTACHMENT 1

AAAD Service Provider Contract

Provider Metropolitan Inter-Faith Association

SCOPE OF SERVICE

Transportation

Definition - Provision for a person who requires help in going from one location to another, using a vehicle.

The subcontractor will provide the following:

Administration

1. Strict enforcement of the TN Seatbelt Law.
2. A routine vehicle maintenance program including maintenance of safety equipment.
3. Maintain information in keeping with confidentiality of participant.
4. Data and participant information will be maintained as required by the state.
5. Quarterly reports by the tenth day of the month following the end of the quarter using standard reporting forms.
6. Adequate insurance coverage.
7. The provider shall attend or be represented at scheduled meetings of AAAD.
8. Out-of-state travel requests by service providers or its staff utilizing aging funds must be submitted to AAAD for prior approval.

Planning and Program

1. A plan for distribution of transportation services throughout the contracted service area.
2. ~~600~~ Number of unduplicated persons will be served from July 1, 2008 through June 30, 2009.
3. ~~37,500~~ Number of units of service will be served from July 1, 2008 through June 30, 2009.
4. Documentation to determine transportation services supported by Title III, Older Americans Act Funding (OAA participants are not charged a fee, but provided an opportunity to make a contribution for service).
5. Written description for consumer donations/contributions.
6. Locked box for participant contributions which accommodates client confidentiality.
7. Written policy concerning the counting, depositing, and use of participant contributions.
8. In establishing the transportation service plan, consideration will be given to providing transportation to accommodate areas with a concentration of individuals with the greatest economic/social needs.
9. Written priority setting process in the event that all trip requests cannot be served.
10. Conduct and maintain documentation of publicity and outreach activities to inform consumers about services.
11. Written procedures to be followed in the event of an accident involving a participant.
12. Emergency equipment on the vehicle such as fire extinguisher, first aid, etc.
13. Conduct participant satisfaction surveys, analyze, and summarize the surveys with information to be used for future planning of transportation systems.

Staff

1. Written qualifications for drivers that are in compliance with state governing statutes, policies, and regulations.
2. Written process reviewing each driver, actions taken and final conclusions in the event of an accident/incident.
3. Training for drivers on a regular basis, ☐ monthly; ☒ quarterly; ☐ semiannual; ☐ annual; ☐ other. Training will include but not limited to safe driving, medical emergencies (CPR, First Aid, etc.), passenger assistance, passenger relations, special skills, or knowledge of transporting special populations.

Other

ATTACHMENT 1-A TO CONTRACT

SCOPE OF WORK

Aging Commission of the Mid-South, Area Agency On Aging And Disability

APPLICANT AGENCY: Metropolitan Inter-Faith Association

A. SUMMARY OF DIRECT SERVICE ACTIVITIES

Check services to be provided:

FAMILY CAREGIVER PROGRAM

COUNSELING

- ☐ Individual (1 hour)
- ☐ Support Groups (1 hour)
- ☐ Caregiver Training (1 session)

INFORMATION SERVICES

- ☐ Group Information (1 session)

RESPIRE SERVICES, IN-HOME

- ☐ Personal Care (1 hour)
- ☐ Homemaker (1 hour)
- ☐ Adult Care/Sitter (1 hour)

RESPIRE SERVICES, OUT-OF-HOME

- ☐ Adult Day Care (1 hour)
- ☐ Institutional Respite (overnight, up to 24 hours)

OTHER SERVICES

- ☐ Assistive Technology (1 purchase)
- ☐ Food Supplements (1 case of 24 units)
- ☒ Home-Delivered Meals (1 meal)
- ☒ Home Modifications/Repairs (1 repair)
- ☐ Medical Equipment/Supplies (1 purchase)
- ☐ Personal Emergency Response System (installation, monthly fee)
- ☐ Pest Control

OLDER AMERICANS ACT

REGISTERED SERVICES

- ☐ Adult Day Care (1 hour)
- ☒ Congregate Meals (1 meal)
- ☐ Education (Senior Empowerment) (1 participant)
- ☒ Home-Delivered Meals (1 meal)
- ☐ Homemaker (1 hour)
- ☒ Nutritional Counseling (1 contact)
- ☐ Personal Care (1 hour)
- ☒ Nutritional Screening & Education
- ☒ Transportation (1 one-way trip)
- ☐ Medication Management, Screening, & Education (1 hour)
- ☒ Home Modification/Repair (1 repair)

OPTIONS PROGRAM

- ☒ Home-Delivered Meals (1 meal)
- ☐ Homemaker (1 hour)
- ☐ Personal Care (1 hour)

(All services may not be available within each Area Agency on Aging and Disability. If you have questions about particular service availability, please contact the AAAD.)

***A Personal Support Services Agency license from the State of Tennessee Department of Mental Health and developmental Disabilities is required for any agency that provides an in-home personal service. This includes homemaker and personal care services.**

ATTACHMENT 1-B

AAAD Service Provider Contracts

Provider Name MIFA Meals

SCOPE OF SERVICES FOR NUTRITION SERVICES

(A) Nutrition Services

All services listed below must be provided according to the general requirements and service descriptions of the *Tennessee Commission on Aging and Disability, Policies and Procedures for Services Contracted through the Area Agencies on Aging and Disability*.

The provider shall attend or be represented at scheduled meetings of AAAD. Out-of-state travel requests by service providers or its staff utilizing aging funds must be submitted to AAAD for prior approval.

(B) Congregate

Submit updated congregate meal site location information.

(C) Home Delivered Meals

Submit geographical map of all meal routes funded by ACMS.

Home Delivered meals are to be at least one hot meal unless otherwise agreed upon by Aging Commission of the Mid-South, Inc., the consumer and the provider.

Service	Service	Unduplicated Units Meals	Persons
Congregate Meals (III C-1)		(160,794)	(643)
Home Delivered Meals (III C-2)		(134,631)	(514)
Home Delivered Meals (III E, Elder)		(n/a)	(n/a)
Home Delivered Meals (OPTIONS 60+)		(13,100)	(50)
Home Delivered Meals (OPTIONS <60)		(6,550)	(25)
Service	Service	Units	
Nutrition Education (IIIC)	(each participant or each group)		(648)
Nutrition Outreach	(number of one on one contacts)		(25)
Nutrition Counseling			(25)
Nutrition Screening			(1,100)
Nutrition Transportation (IIIB/IIIC)	1 One-Way trip		(n/a)

Attachment 1B

Metropolitan Inter-Faith Association (MIFA)

Ridley Anderson, Director of Meals Programs
Metropolitan Inter-Faith Association
910 Vance Avenue
Memphis, TN 38126-2911

Mailing Address:

P. O. Box 3130
Memphis, Tennessee 38173-0130
Telephone: 901-527-0208 ext. 549 FAX: 901-527-3202
randerson@mifa.org

4 Counties served: Fayette, Lauderdale, Shelby, and Tipton
All sites are open Monday – Friday
Serving one meal per day (lunch)

NUTRITION CENTERS AND MANAGERS (BY COUNTIES)
26 CONGREGATE NUTRITION CENTERS

County	Center	Manager's Name
Fayette	Galloway Community Center 200 Jackson Street Galloway, TN 38036 901-867-3310	Deloris Boyd
	Maplewood Village 400 Meadow Lane Somerville, TN 38068 901-465-9711	Sandra Whitmore
	Somerville Senior Center 138 West Market Somerville, TN 38068 901-465-3554	Carrie Cheairs
Fayette	DeWitt Senior Center 5185 Highway 57 Rossville, TN. 38066	Nikki Settles
	St. Mark's Village Route 3 9-700, Highway 76 Moscow TN 38057 901-877-3456	Shirley Smith

Attachment 1B

Lauderdale

Halls Senior Center
605 Airport Street
Halls, TN 38040
737-836-5444

Queen Reed

Ripley Community Center
142 Nelson Street
Ripley, TN 38063
737-631-9538

Doris Gaines

Tipton

Covington Community Center
401 South College Street
Covington, TN 38019
901-476-4664

Wilma Fryer

Garland Community Center
1692 Garland Drive
Garland, TN 38019
901-476-8430

Helen Clark

Munford Community Center
63 College Street
Munford, TN 38019
901-837-5965

Patsy Williamson

Shelby

Bartlett Senior Center
5727 Woodlawn
Memphis, TN 38134
901-385-6439

Candace Ward

Bickford Community Center
232 Bickford
Memphis, TN 38107
901-527-8752

Robbie Chism

Attachment 1B

Shelby

Camilla Towers
256 South Camilla
Memphis, TN 38104
901-521-1104

Ora Holmes

Hollywood Senior Center
1560 N. Hollywood
Memphis, TN 38108
901-722-8717

Bonnie Clark
901 271-6432

East Senior Center
4223 Macon Road
Memphis, TN 38122
901-763-1181

Bonnie Clark
901 271-6432

Ed Rice Community Center
2907 North Watkins
Memphis, TN 38127
901-357-6919

Bernice Stotts

Highland Meadows
3517 Andy Way Lane
Memphis, TN 38128
901-388-8880

Margaret Veto

JCC Nutrition Center
6560 Poplar
Memphis, TN 38119
901-761-0810

Mary Bowden

Luther Towers
274 S. Highland
Memphis, TN 38111
901-323-3639

Pam Mosby

Madison Nutrition Center
383 Madison
Memphis, TN 38103
901-521-0003

Marie Gordan

North Lake Nutrition Center
5190 Wesley Park
Memphis, TN 38135
901-372-0100

Annas Sayers-Duncan

Attachment 1B

Shelby

Orange Mound Community Center Lizzie Moss
2569 Douglas
Memphis, TN 38114
901-323-3662

Plough Towers Audrey Johnson
6580 Poplar
Memphis, TN 38138
901-767-1910

South Memphis Senior Center Julia Lester
1620 Marjorie
Memphis, TN 38106
901-774-2000

St. Peter's Manor Linda Christian
108 N. Auburndale
Memphis, TN 38104
901-278-8200

Wesley Millington Deloris Shannon
1077 Easley
Millington, TN
901-873-3293

MIFA Meals Home Delivery Routes for ACMS Clients

Route #	# of Clients
10	40
11	9
12	9
13	15
14	12
15	8
16	12
17	3
18	17
19	20
20	16
21	40
22	49
23	88
24	111
25	20
26	14
27	6
28	7
29	41
30	9
48	75
WHITEHAVEN 1	27
WHITEHAVEN 2	24
COVINGTON	70
HALLS	32
GALLOWAY	10
ROSSVILE	3